

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 3/16/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of a lease amendment with Mountain Air Cargo, for operations at the Florida Keys Marathon Airport.

ITEM BACKGROUND: MAC is the cargo contractor for Federal Express. This amendment makes the expiration date concurrent with the Federal Express lease.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease May 11, 2000, and amendment May 16, 2001.

CONTRACT/AGREEMENT CHANGES: Extends expiration date to 3/31/10, and updates apron rental amount.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: N/A

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER MONTH : 1,31.20 + added landing fees

APPROVED BY: County Attorney ☒ OMB/Purchasing ☒ Risk Management ☒

AIRPORT DIRECTOR APPROVAL _____



Peter J. Horton

DOCUMENTATION: Included ☒

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Mountain Air Cargo

Effective Date: 4/1/05

Expiration Date: 3/31/10

Contract Purpose/Description: Lease Amendment for operations at the Marathon Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 3/16/05

Agenda Deadline: 3/1/05

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Current Year Portion: n/a

Budgeted? n/a

Account Codes: n/a

Grant: n/a

County Match: n/a

ADDITIONAL COSTS

Estimated Ongoing Costs: None
(not included in dollar value above)

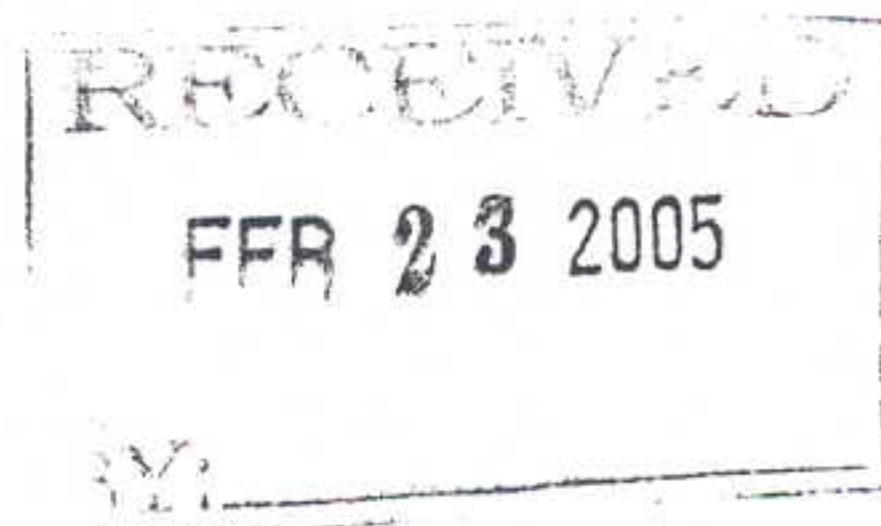
For: .

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>2/28/05</u>	() (X)	<u>Peter Horton</u>	<u>2/28/05</u>
Risk Management	<u>2/24/05</u>	() ()	<u>M. Slane</u> for Risk Management	<u>2/24/05</u>
O.M.B./Purchasing	<u>02/25/05</u>	() ()	<u>[Signature]</u> for OMB	<u>2/25/05</u>
County Attorney	<u> / / </u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>2/9/05</u>

Comments: _____



LEASE AMENDMENT

Mountain Air Cargo, Inc.

THIS LEASE AMENDMENT is entered into on the _____ day of _____, 2005, by and between **Monroe County**, a political subdivision of the State of Florida, hereafter County, and **Mountain Air Cargo, Inc.** a corporation, hereafter Lessee.

WHEREAS, on September 20, 2000, the parties entered into an agreement whereby the County leased to Lessee premises at the Marathon Airport for the purpose of Lessee providing air transport of cargo;

WHEREAS, the lease agreement of February 19, 2003 expires on March 31, 2005;

WHEREAS, the Lessee is a contractor to Federal Express whose lease at the Marathon Airport does not expire until March 31, 2010; and

WHEREAS, the parties have determined that it would be in their mutual best interest if Lessee's lease term became co-terminus with that of Federal Express; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The parties hereby agree to extend the term of the lease between them dated February 19, 2003 for premises at the Marathon Airport (the original lease) until March 31, 2010. A copy of original lease is incorporated into this amendment and attached as Exhibit A.
2. Rent commencing on April 1, 2005 will be \$959.26 per month, plus tax.
3. Except as provided in paragraphs one and two above, in all other respects the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
Attest:

MOUNTAIN AIR CARGO, INC.

By Eileen A. Seddes
Title Spec. Admin. Asst.

By Menda Street
Title Vice President

jairportMAPMACA05

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ATTORNEY'S OFFICE
DATE 2/9/05

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Mountain Air Cargo Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Menda Street
(signature)

Date: February 18, 2005

STATE OF North Carolina
COUNTY OF Catawba

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Menda Street who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 18th day of February, 2005.

Ebenezer Laddis
NOTARY PUBLIC

My commission expires: 9/20/06

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Mountain Air Cargo Inc.

By: Menda Street

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Mountain Air Cargo Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mountain Air Cargo Inc.

Menda Street

Bidder's Signature

February 18, 2005

Date

EXHIBIT A

ORIGINAL LEASE AND AMENDMENTS

For Lease Amendment Commencing 4/1/05

LEASE AMENDMENT

THIS LEASE AMENDMENT is entered into on the 19th day of Feb, 2003, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Mountain Air Cargo, Inc. a corporation, hereafter Lessee.

WHEREAS, on September 20, 2000, the parties entered into an agreement whereby the County leased to Lessee premises at the Marathon Airport for the purpose of Lessee providing air transport of cargo;

WHEREAS, the lease agreement of September 20, 2000 expires on March 31, 2003;

WHEREAS, the Lessee is a contractor to Federal Express whose lease at the Marathon Airport does not expire until March 31, 2005; and

WHEREAS, the parties have determined that it would be in their mutual best interest if Lessee's lease term became co-terminus with that of Federal Express; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The parties hereby agree to extend the term of the lease between them dated September 20, 2000 for premises at the Marathon Airport (the original lease) until March 31, 2005. A copy of original lease is incorporated into this amendment and attached as Exhibit A.

2. Except as provided in paragraph one, in all other respects the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By

[Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

[Signature]

Mayor/Chairman

(SEAL)

Attest:

By

[Signature]

Title Exec. Admin. Asst.

jdairportMAPMACA

By

[Signature]

Title Vice President 2-10-03

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
ROBERT N. WOLFE

EXHIBIT 'A'

FOR LEASE AMENDMENT – EXTENTION TO MARCH 31, 2005

LEASE AGREEMENT - DATED 9/20/00
LEASE AMENDMENT - DATED 5/16/01

LEASE AMENDMENT

THIS LEASE AMENDMENT is entered into on the 16th day of MAY, 2001, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Mountain Air Cargo, Inc. a corporation, hereafter Lessee.

WHEREAS, on September 20, 2000, the parties entered into an agreement whereby the County leased to Lessee premises at the Marathon Airport for the purpose of Lessee providing air transport of cargo;

WHEREAS, the lease agreement of September 20, 2000 expires on March 31, 2002;

WHEREAS, the Lessee is a contractor to Federal Express whose lease at the Marathon Airport does not expire until March 31, 2003; and

WHEREAS, the parties have determined that it would be in their mutual best interest if Lessee's lease term became co-terminus with that of Federal Express; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The parties hereby agree to extend the term of the lease between them dated September 20, 2000 for premises at the Marathon Airport (the original lease) until March 31, 2003. A copy of original lease is incorporated into this amendment and attached as Exhibit A.

2. Except as provided in paragraph one, in all other respects the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST: DANNY L. KOLHAGE, CLERK

By *Jamela Hancock*
Deputy Clerk

(SEAL)
Attest:

By *Eileen Selden*
Title *Executive Admin. Asst.*
jdairportMAPMACA

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *George R. Neugart*
Mayor/Chairman

MOUNTAIN AIR CARGO, INC.

By *Menda Street*
Title *Vice President* 39-01

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

AGREEMENT
MARATHON AIRPORT

THIS AGREEMENT is made and entered into on the 20th day of SEPTEMBER, 2000, by and between **MONROE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" or "Lessor" and **MOUNTAIN AIR CARGO, INC.**, hereinafter referred to as Lessee.

WHEREAS, Lessor owns an airport known as the Marathon Airport, located in Marathon, Monroe County, Florida, hereinafter referred to as "Airport," and

WHEREAS, Lessee is engaged in the business of air transportation of cargo, mail and other property, and

WHEREAS, Lessee desires to obtain certain rights, services and privileges in connection with the use of the Airport facilities, and the Lessor is willing to grant same to Lessee on a non-exclusive basis, upon the terms and conditions hereinafter stated; now, therefore,

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, Lessor does hereby grant unto Lessee, and Lessee hereby takes from Lessor, certain premises, facilities, rights, and privileges in connection with and on the Airport, as follows, to wit:

ARTICLE I - PREMISES

Lessor does hereby lease to Lessee, and Lessee leases from the Lessor, 19,800 square feet of aircraft apron area, as indicated on the drawing labeled as Exhibit "A" attached hereto and made a part hereof.

ARTICLE II - USE OF THE AIRPORT

Lessee shall be entitled to use, in common with others authorized to do so, the airport facilities and appurtenances, together with all equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport for common use, in the operation of a business for the transportation of cargo, mail and other property by air.

ARTICLE III - TERM

This lease shall commence March 1, 1999, and end on March 31, 2002.

ARTICLE IV - FEES AND CHARGES

During the term of this lease, Lessee shall pay to the Lessor, rent and landing fees as follows:

1. The amount of Nine Thousand Nine Hundred Sixteen and 80/100 Dollars (\$9,916.80), plus sales tax, for an area of nineteen thousand eight hundred (19,800) square feet of aircraft apron area; and

2. Landing fees as specified in Article V.

The lease amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available.

Rent for item 1 shall be paid in equal installments and shall be due and payable on or before the first day of each calendar month during which this lease is in effect. Landing fees shall be paid within thirty days after the end of the month for which they are due. Upon the failure of Lessee to pay rent and/or fees when due, the Lessor will be entitled to charge and collect, and Lessee will be obligated to pay, a late fee of two percent (2%) of any such amount, if paid within thirty (30) days of the date due, and five percent (5%) of any such amount, not paid within thirty (30) days of the date due. Such late fees will be in addition to the amount of rent and/or landing fees due. The acceptance by the Lessor of the overdue rent and/or landing fees plus applicable late fees shall cure what would otherwise constitute a default by Lessee under the terms of this lease. The Lessor, at its option, however, may refuse a proffered overdue fee and late fees, declare a default, and proceed according to Paragraph X of this lease. In the event that any check, draft, or negotiable instrument by which Lessee has tendered any payment is returned to the Lessor and not honored, whether for insufficient funds or other reason, the Lessor will be entitled to charge and collect, in addition to any applicable late payment fees as provided above, a fee of Twenty-five Dollars (\$25.00) for such dishonored instrument. Such penalty fee shall also be in addition to the amount of fees due. The acceptance by the Lessor of the rent and/or landing fees plus any applicable late fee and penalties following the receipt of a dishonored instrument shall cure what would otherwise constitute a default under the terms of this lease. The Lessor, at its option, however, may refuse any proffered fee payment and applicable late fees and penalties, declare a default, and proceed according to Paragraph X of this lease.

ARTICLE V - LANDING FEES

The apron rental fee includes five landings per week; however, any landings over five per week shall be computed as follows:

\$.73 per 1,000 pounds of approved maximum gross landing weight. A minimum landing fee of \$9.13 will be charged for all aircraft weighing less than 12,500 lbs. gross landing weight.

Lessee shall report to the Lessor, not later than the 10th day of each month, Lessee's Actual Revenue Trip Arrivals at the Airport during the preceding calendar month, which shall include the number and type of such arrivals. The number of arrivals so operated, multiplied by the applicable approved maximum gross landing weights for each type of aircraft, shall determine the weight for which the monthly payment shall be made.

The term "approved maximum gross landing weight" for any aircraft as used herein, shall be the maximum gross landing weight approved by the Federal Aviation Administration for landing such aircraft at the Airport herein. Lessee provides service to Marathon, Florida, utilizing a Cessna 208 Caravan. While this aircraft is owned by The Federal Express Corporation, it is leased to and operated by Lessee based in Denver,

North Carolina. As such Lessee is responsible for all the operating expenses related to aircraft, including landing fees. In the event Lessee is unable to satisfy its obligations, Federal Express Corporation will assume the responsibility for ensuring all payments and contractual agreements are maintained.

ARTICLE VI - COMMON AREAS

Lessee shall have the right to use, in common with others, the Airport space and facilities to permit landing, taking off, loading, unloading and servicing of Lessee's aircraft, subject to reasonable rules and regulations of Lessor as to the use of such common spaces and facilities.

ARTICLE VII - RIGHT OF INGRESS AND EGRESS

Lessee, its agents, employees, customers, suppliers, and patrons shall have the right of ingress and egress to and from the airport premises, which shall not be unreasonably restricted by Lessor.

ARTICLE VIII - ASSIGNMENT

This agreement may not be assigned without the written consent of the Lessor.

ARTICLE IX - INDEMNIFICATION/HOLD HARMLESS

(a) Lessee agrees to indemnify and save Lessor harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Lessee, its agents, or employees in the use or occupancy of the leased premises and the common areas of the Airport facilities by Lessee.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

(b) Prior to Lessee taking possession of the property owned by the Lessor, Lessee shall obtain, at its own expense, insurance as specified in the attached schedules, which are made a part of this lease agreement.

The Lessee will not be permitted to occupy or use the lease property until satisfactory evidence of the required insurance has been furnished to the Lessor as specified below.

Lessee shall maintain the required insurance, throughout the entire term of this lease agreement, and any extensions, as specified in the attached schedules labeled as Exhibit "B". Failure to comply with this provision may result in the immediate termination of the lease agreement and the return of all property owned by the Lessor.

Lessee shall provide to the Lessor as satisfactory evidence of the required insurance, either a Certificate of Insurance or a certified copy of the actual insurance policy.

Lessor, at its sole option, has the right to required a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the Lessor by the insurer.

The acceptance and/or approval of the Lessee's insurance shall not be construed as relieving the Lessee from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners will be included as "Additional Insured" on all policies. Lessee shall carry its insurance with Insurance companies authorized to do business in the State of Florida.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and be approved by Monroe County Risk Management.

ARTICLE X - DEFAULT

Unless the Lessor has accepted a rental payment and/or landing fee payment after it has become due together with any applicable late payments and penalties, the failure to pay rent and/or landing fees when due shall constitute a default under the terms of this lease. The failure to pay any other charges or fees when due under this agreement shall constitute a default. Further, the failure of Lessee to perform any other of the covenants of this lease, which failure shall continue for a period of fifteen (15) days after notice thereof is given to Lessee in writing by the Lessor, shall also constitute a default under the terms of this lease. In the event of a default, Lessor may, at its option, declare the lease forfeited and may immediately re-enter and take possession of the leased premises and this lease shall terminate. If it shall be necessary to employ the services of an attorney in order to enforce its right under this paragraph, or to collect any of its rentals, fees, or charges due, Lessor shall be entitled to reasonable fair market value attorney's fees.

ARTICLE XI - CANCELLATION OF AGREEMENT

Lessor may cancel this agreement by giving Lessee sixty (60) days advanced written notice upon the happening of any one of the following events: the appointment of a receiver of Lessee's assets; the divesting of Lessee's leasehold estate by other operation of law; the abandonment by Lessee of its air cargo transportation business at the Airport for a period of sixty (60) days. By the end of the sixty (60) day notice period, Lessee shall have vacated the premises and the Lessor may immediately re-enter and take possession of the same. If it is necessary to employ the services of an attorney in order to enforce the Lessor's rights under this paragraph, the Lessor shall be entitled to reasonable fair market value attorney's fees.

ARTICLE XII - FAA REQUIREMENTS

The parties shall comply with FAA Required Lease Clauses, which are listed in Exhibit "C," attached hereto and made a part hereof.

ARTICLE XIII - NOTICES

Any notice or other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For Lessor:

Airport Director
Key West International Airport
3491 S. Roosevelt Boulevard
Key West, FL 33040

For Lessee:

Mountain Air Cargo, Inc.
P. O. Box 488
Denver, NC 28037

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

IN WITNESS WHEREOF, the parties have caused this lease to be executed this 23rd day of SEPTEMBER, 2000.



FANNY L. KOLHAGE, CLERK

By

[Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

[Signature]
Mayor/Chairman

(SEAL)
ATTEST:

MOUNTAIN AIR CARGO, INC.

By

Title

[Signature]
Asst. Secretary

By

Title

[Signature]
Vice President

jdairmapmac

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 6-20-00

EXHIBIT 'A'

APRON

APRON

EXISTING TERMINAL

(Air Cargo Building)

SEPTIC
TANK
& DRAIN
FIELD

WELL TYPES

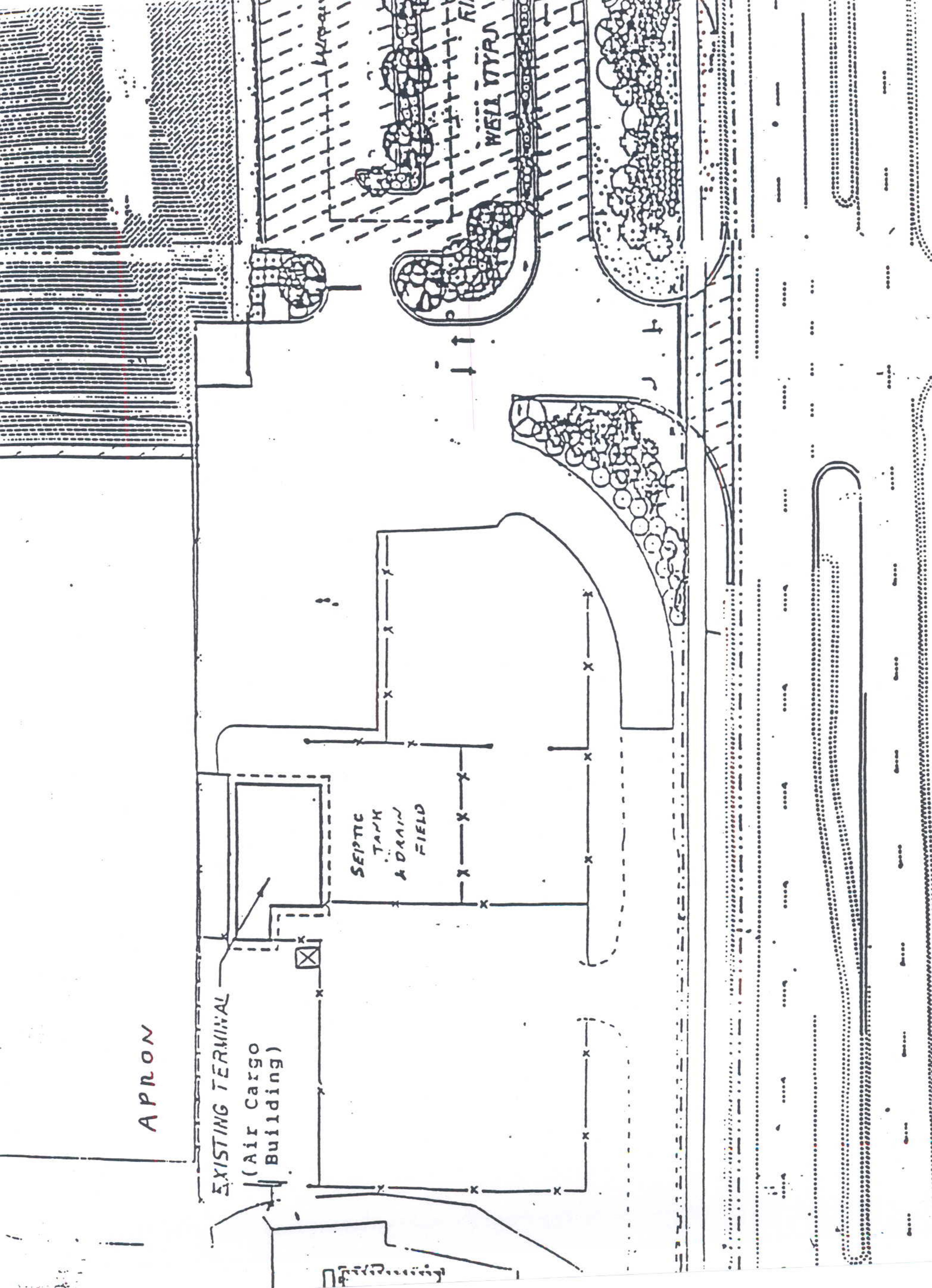


EXHIBIT 'B'
INSURANCE

AIRCRAFT LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the Vendor is engaged in providing commercial air transportation and delivery service to and from air facilities owned, operated, or maintained by the County, the Vendor shall purchase and maintain, throughout the life of the contract, Aircraft and Airport Liability Insurance which will respond to bodily injury and property damages resulting from any claim arising out of the air transportation services governed by this contract..

The Monroe County Board of County Commissioners shall be named as Additional Insured.

The minimum limits of liability shall be ^{\$.2c} \$50 million per occurrence. mcj

Modified by Risk Management 1/6/97

AIR3

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include; as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$ 500,000 per Person
\$ 1,000,000 per Occurrence
\$ 100,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$1,000,000 per Occurrence

\$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$1,000,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

EXHIBIT 'C'
FAA REQUIREMENTS

1. This lease shall be subject to review and re-evaluation at the end of each 1 year period, by the airport owner and the rent may be adjusted according to the action, not to exceed the Consumer Price Index rate during the last 12 month period, or;

Land less improvements will be appraised every 5 years and the adjusted rental will be based on normally 10 percent of appraised value. If disputed, lessor obtains appraisal at his expense and lessor/lessee equally share expense for review appraisal that establishes fair market value.

2. The tenant for himself, his personal representative, successors in interest, and assigns, as a part of consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, that in the construction of any improvements on, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle Office of the Secretary, Part 21, Nondiscrimination Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter if said lease had never been made or issued. This provision shall not be effective until the procedure of Title 49, Code of Federal Regulations, Part 21 is followed and completed including exercise or expiration of appeal rights.

3. It shall be a condition of this lease, that the Airport Owner reserves unto itself, its successors and assigns the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to use

now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

4. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the MAP Airport.

5. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.